

NW

Norfolk and Western Railway Company
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Roanoke, Virginia 24042

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September 1, 1981

Date _____
Fee \$ _____

ICC Washington, D.C.

RECORDATION NO. 6725-H Filed 1425

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 1 1981 10 00 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On August 29, 1972 at 9:40 A.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of June 29, 1972 ("Equipment Agreement"), between Transportation Corporation of America, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 6725.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

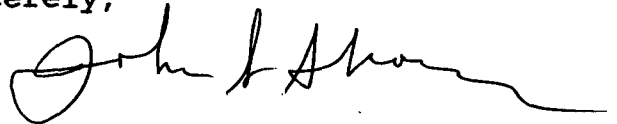
Mrs. Agatha L. Mergenovich
September 1, 1981
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A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
73	Boxcars (All-Door)	LU	ITC 7800-7872
6	Bulkhead Flatcars	FB	ITC 1412-1415 1448-1449
150	52'6" Gondolas	GB	ITC 3900-4049

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/
Enclosures

c: J. Jones
D. E. Middleton
R. R. McDaniel
J. T. Valleroy

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDATION NO. 6725-H Filed 1425

SEP 1 1981-10 00 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Transportation Corporation of America ("Lessor"), and Terminal entered into a certain Equipment Lease dated as of June 29, 1972, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment covered by the Equipment Agreement ("Equipment") upon certain terms and conditions described therein.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and business of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume all the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By 
President

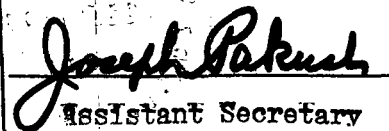
Attest:


SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

By 
Executive Vice President

Attest:


Assistant Secretary

STATE OF MISSOURI)

) ss:

CITY OF ST. LOUIS)

On the 25th day of August, 1981, before me personally appeared W. J. Cassin, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Horan
Notary

My Commission expires:

Jan. 3, 1982

JOHN W. HORAN
NOTARY PUBLIC-STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 3, 1982

NOTARY FOR THE COUNTY OF ST. LOUIS
ADJOINING THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)

) ss:

CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbyfill, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James B. Davis
Notary

My Commission expires:

April 8, 1983